



## Peak Prep Pleasant Valley

### Board Meeting Agenda—Regular Board Meeting Wednesday, May 18<sup>th</sup>, 2022 4pm

#### Teleconference Locations:

In accordance with Government Code Section 54953(e)(1)(B), if the Charter School Board of Directors determines, that meeting in person would present imminent risks to the health or safety of attendees and in pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing, the Charter school may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Charter schools still need to comply with the timelines for posting agendas, including putting the agenda as a direct link on their website. The agenda must give notice of the means by which members of the public may observe and participate (e.g., conference call dial-in number, etc.). The agenda does not need to list the address from where each Board member will be calling in, agendas do not need to be posted at those locations, and the charter school does not need to make those locations accessible to the public or ensure that members of the public may address the body at those locations. A quorum of the Board does not need to participate from locations within the boundaries of the territory over which the charter school exercises jurisdiction. These changes only apply during the period in which state or local public health officials have imposed or recommended social distancing measures.

#### **virtual meeting.**

Topic: May 2022 Regular Board Meeting  
Time: May 18, 2022 04:00 PM Pacific Time (US and Canada)

#### Join Zoom Meeting

<https://us02web.zoom.us/j/89423568120?pwd=ekp6QWl6Q2FXSkhLc2tKVkkxa3B1Zz09>

**Meeting ID: 894 2356 8120**  
**Passcode: PeakPrep**

## One tap mobile

+13017158592,,89423568120#,,,,\*42477331# US (Washington DC)

+13126266799,,89423568120#,,,,\*42477331# US (Chicago)

## Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

**Meeting ID: 894 2356 8120**  
**Passcode: 42477331**

Find your local number: <https://us02web.zoom.us/j/89P39IL>

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

## MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

## REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A  
DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this

meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

#### FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Head of School's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

### **I. PRELIMINARY MATTERS**

#### ***A. Call to Order:***

Meeting was called to order by Board Director at: \_\_\_\_\_

#### ***B. Roll Call***

Board Member	Present	Absent
Marlo Hartsuyker		
Natalie Adams		
Sandra Taylor		
Alana Miller		

#### ***C. Preliminary Action Item***

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

#### ***D. Motion to adopt the agenda was moved by* \_\_\_\_\_**

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						

Alana Miller						
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## **II. PUBLIC COMMENT**

The public may comment on any item that is on the agenda or any other item that is in the Board's jurisdiction. No presentation shall be more than two (2) minutes. Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may be presented through our zoom link to the meeting:

<https://us02web.zoom.us/j/89423568120?pwd=ekp6QWl6Q2FXSkhLc2tKVkkxa3B1Zz09>

(Same as zoom link above, For Phone access see agenda information above)

## **III. Closed Session**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).): Superintendent

PUBLIC EMPLOYMENT (Gov. Code section 54957(b)): Superintendent/Executive Director

## **IV. Information, Discussion and Action items**

**A) Approval of Consent Agenda.** *Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.*

**1. Approval of Financial Statement.** *The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the April 1st, 2022 through April 30th, 2022 Financial Statements.*

### **2. Approval of Board Report of Commercial Checks**

*The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on the April 1st, 2022 through April 30th, 2022 Board Report of Checks.*

### **3. Approval of Board Report of Purchase Orders**

*The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on April 1st, 2022 through April 30th, 2022 Board Reports.*

**4. Approve Minutes from 4/15/2022 & 5/3/2022 Board Meetings.**

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**B. Superintendent Report (No Action, just reporting out different aspects of the school program)**

- a. Highlights
- b. Programs/Academic Resources updates, if any.
- c. Upcoming Compliance Date

**C. The Board will review, discuss and consider approving the annual year-end Board Resolutions and Resolution Memo.** Designed to provide authorization for Business Service Authority to make standard financial transactions on behalf of Peak Prep.

- a. Certification of Signatures for the Fiscal Year 2022-23
- b. Resolution 22-04; Authorization to Allow Appropriation/Budget Transfers; Fiscal Year 2022-23
- c. Resolution 22-03; Appropriation of the Ending Balance to a Reserve
- d. Resolution 22-02; Authorization for the Ventura County Office of Education to Make Budget Transfers

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

**D. The Board shall review, discuss and adopt the Comparable Compensation Data for Charter School Executives.** Prior to the Board taking action to set executive compensation, the Board must first exercise due diligence by reviewing & adopting the compensation practices of comparable nonprofits in open session of a regular Board meeting

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

- E. *The Board will review, discuss and consider approving the Local Agency Executive Compensation.*** In accordance with SB 1436, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

- F. *The Board shall review, discuss and approve the Employment Agreement for Executive Director.*** Reviewed by legal, this new contract serves the Executive Director role.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

- H. *The Board will review, discuss and consider approving the payout of over-contract days for the Superintendent.*** Gearing up for a new employment agreement that would place the Superintendent/Executive Director on contract days (no vacation days) and provide sick leave, the school will pay out up to 10 days worked above the 220 contracted work days for the school years ranging from 2019-20 through 2021-22 school years. These days were approved as vacation payouts during the previous board meeting, but the VCSBSA recommends paying these days out as over-contract days.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

- I. *The Board will review and consider the renewal of Business Service Authority (BSA) for the 2022-2023 school year.*** Ventura County of Education's

BSA provides Peak's back office services (i.e. budget, financial statements, payroll processing). The agreement is similar to 2021-2022 school year.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

***J. The Board will review, discuss and consider approving the APlus Membership Fees.*** APLUS+ is a statewide network association that is exclusively dedicated to advancing the Personalized Learning model, and to uniting and supporting schools and programs that are committed both to the Personalized Learning educational model for their students and to high standards of education excellence and accountability in their operations.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

***K. The Board will review, discuss and consider approving the Universal Pre Kindergarten Plan (UPK).*** Under the provisions of California *Education Code (EC)* Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK. As a condition of receiving grant funds, state law requires each LEA to create a plan. Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022.

## ***V. Board Members Remarks and Announcements***

## ***VI. ADJOURNMENT***

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Marlo Hartsuyker						
Natalie Adams						
Sandra Taylor						
Alana Miller						

Adjourned at \_\_\_\_\_



**Checks Dated 04/01/2022 through 04/30/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5038800351	04/05/2022	Bishop, Shalen	620-5901	680.77	
			620-5903	209.30	890.07
5038800352	04/05/2022	ALLTECH ENTERPRISES, LLC	620-4400		894.18
5038800353	04/05/2022	Flipswitch Marketing LLC	620-5800		1,940.21
5038800354	04/05/2022	Learning Without Tears	620-4300		223.67
5038800355	04/05/2022	Specialized Therapy Services	620-5800		6,470.00
5038800356	04/07/2022	Boe, Miranda L	620-4300		1,003.84
5038800357	04/07/2022	Flipswitch Marketing LLC	620-5800		3,146.57
5038800358	04/07/2022	Studies Weekly Inc.	620-4300		158.32
5038800359	04/07/2022	Young Minney & Corr, LLP	620-5899		3,552.52
5038800360	04/12/2022	T-Mobil USA Inc	620-5902		640.00
5038800361	04/12/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		26.81
5038800362	04/12/2022	Anthem Blue Cross	620-9534		22,752.45
5038800363	04/12/2022	Imagine Learning LLC DEPT 2195	620-4100		6,435.00
5038800364	04/12/2022	Kaiser Foundation Health Plan	620-9534		1,029.51
5038800365	04/12/2022	National Student Clearinghouse	620-5800		595.00
5038800366	04/12/2022	Studies Weekly Inc.	620-4300		1,027.88
5038800367	04/12/2022	WEX Health Inc.	620-9539		135.00
5038800368	04/20/2022	Tannous, Nicole N	620-5220		102.50
5038800369	04/20/2022	Williams, Brittany M	620-5220		358.00
5038800370	04/20/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		16.81
5038800371	04/20/2022	Learning Without Tears	620-4300		111.84
5038800372	04/26/2022	The Lincoln National Life Insurance Company	620-9539		594.37
5038800373	04/26/2022	Northwest Evaluation Assoc.	620-4100		3,125.00
5038800374	04/26/2022	Specialized Therapy Services	620-5800		1,555.00
5038800375	04/28/2022	Oxford Consulting Services Inc	620-5800		9,177.08
<b>Total Number of Checks</b>			<b>25</b>		<b>65,961.63</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
620	Peak Prep	25	65,961.63
Total Number of Checks		25	65,961.63
Less Unpaid Tax Liability			.00
<b>Net (Check Amount)</b>			<b>65,961.63</b>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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**Includes Purchase Orders dated 04/01/2022 - 04/30/2022**

<b>PO Number</b>	<b>Vendor Name</b>	<b>Order Location</b>	<b>Object Description</b>	<b>Resource Description</b>	<b>Account Amount</b>
B3822-00018	CliftonLarsonAllen LLP	BSA	AdtServ	Unrestricted	13,550.00
P3822-00078	Learning Without Tears	Peak Prep	Mtrls&Spls	Unrestricted	111.84
P3822-00079	ALLTECH ENTERPRISES, LLC	Peak Prep	Mtrls&Spls	ESSATitleIVPrTA	5,442.69
P3822-00080	National Student Clearinghouse	Peak Prep	Prof/ConslServ	Unrestricted	595.00
P3823-00001	Northwest Evaluation Assoc.	Peak Prep	Txtbk	Unrestricted	3,125.00
P3823-00002	Curriculum Associates LLC	Peak Prep	Txtbk	Unrestricted	11,632.57
<b>Total Number of POs</b>			<b>6</b>	<b>Total</b>	<b>34,457.10</b>

**Fund Recap**

<b>Fund</b>	<b>Description</b>	<b>PO Count</b>	<b>Amount</b>
620	Peak Prep	4	19,699.53
		<b>Total Fiscal Year 2022</b>	<b>19,699.53</b>
620	Peak Prep	2	14,757.57
		<b>Total Fiscal Year 2023</b>	<b>14,757.57</b>
		<b>Total</b>	<b>34,457.10</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 04/01/2022 - 04/30/2022

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
B3822-00007	33,840.00	620-5899	Peak Prep/LglSrvcsBx14	7.48
B3822-00009	42,636.50	620-5800	Peak Prep/Prof/ConslServ	6,540.58-
B3822-00014	10,009.38	620-5800	Peak Prep/Prof/ConslServ	1,555.00
Total PO Changes				<u><u>4,978.10-</u></u>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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## Fund 620 - Peak Prep

Fiscal Year 2021/22 Through May 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>LCFF Revenue Sources</b>						
8011	Revenue Limit State Aid Curr	1,446,268.00	1,383,823.00	1,160,149.00	223,674.00	83.84
8012	Education Protection Act	58,136.00	58,136.00	32,942.00	25,194.00	56.66
8019	Revenue Limit State Aid Prior			47,268.00-	47,268.00	NO BDGT
8096	Trs In-Lieu from Property Tax	1,054,366.00	1,077,501.00	744,107.00	333,394.00	69.06
<b>Total LCFF Revenue Sources</b>		<b>2,558,770.00</b>	<b>2,519,460.00</b>	<b>1,889,930.00</b>	<b>629,530.00</b>	<b>75.01</b>
<b>Federal Revenue</b>						
8181	Special Education Entitlement	48,407.00	43,080.00		43,080.00	
8290	All Other Federal Revenue	368,612.00	292,708.00	177,739.44	114,968.56	60.72
<b>Total Federal Revenue</b>		<b>417,019.00</b>	<b>335,788.00</b>	<b>177,739.44</b>	<b>158,048.56</b>	<b>52.93</b>
<b>Other State Revenues</b>						
8550	Mandated Cost Reimbursements	10,206.00	10,417.00	10,417.00		100.00
8560	State Lottery Grant	48,844.00	75,323.00	1,287.73	74,035.27	1.71
8590	Other State		86,845.00	72,779.00	14,066.00	83.80
<b>Total Other State Revenues</b>		<b>59,050.00</b>	<b>172,585.00</b>	<b>84,483.73</b>	<b>88,101.27</b>	<b>48.95</b>
<b>Other Local Revenue</b>						
8660	Interest	5,000.00	5,000.00	3,747.77	1,252.23	74.96
8699	All Other Local Revenue		5,641.00	5,641.21	.21-	100.00
8792	Transfers of Apportionments Fr	174,931.00	207,043.00		207,043.00	
<b>Total Other Local Revenue</b>		<b>179,931.00</b>	<b>217,684.00</b>	<b>9,388.98</b>	<b>208,295.02</b>	<b>4.31</b>
<b>Total Year To Date Revenues</b>		<b>3,214,770.00</b>	<b>3,245,517.00</b>	<b>2,161,542.15</b>	<b>1,083,974.85</b>	<b>66.60</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail</b>							
<b>Certificated Salaries</b>							
1100	Teacher	1,248,100.00	1,248,413.00	215,262.14	998,910.65	34,240.21	80.01
1130	Certificated Stipends	30,000.00	62,500.00	23,750.00	28,750.00	10,000.00	46.00
1140	Certificated Extra Duty				118.29	118.29-	NO BDGT
1200	Certificated Pupil Support Sal	177,500.00	210,000.00	38,181.82	171,818.12	.06	81.82
1230	Cert Pupil Support Stipend	5,000.00	5,000.00			5,000.00	
1300	Certificated Administrators	260,000.00	260,000.00	43,333.36	216,666.80	.16-	83.33
1330	Administration Stipend	2,500.00	2,500.00			2,500.00	
1900	Other Certificated Salaries			2,500.00	8,005.00	10,505.00-	NO BDGT
<b>Total Certificated Salaries</b>		<b>1,723,100.00</b>	<b>1,788,413.00</b>	<b>323,027.32</b>	<b>1,424,268.86</b>	<b>41,116.82</b>	<b>79.64</b>

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 638, Starting Period = 1, Ending Account Period = 0, Stmt Option? = ,  
Zero Amounts? = N, SACS? = N, Restricted? = Y)

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## Fund 620 - Peak Prep

Fiscal Year 2021/22 Through May 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail (continued)</b>							
<b>Classified Salaries</b>							
2100	Instructional Aides	20,062.00	20,062.00			20,062.00	
2400	Clerical & Office Salaries	112,844.00	112,844.00	19,021.68	93,822.00	.32	83.14
2450	Clerical & Office Overtime				202.64	202.64-	NO BDGT
<b>Total Classified Salaries</b>		<b>132,906.00</b>	<b>132,906.00</b>	<b>19,021.68</b>	<b>94,024.64</b>	<b>19,859.68</b>	<b>70.75</b>
<b>Employee Benefits</b>							
3301	OASDI/Medicare Certificated	124,709.00	130,307.00	23,818.30	103,774.60	2,714.10	79.64
3302	OASDI/Medicare Classified	10,114.00	10,168.00	1,455.16	7,192.98	1,519.86	70.74
3401	Health/Dental/Vision Cert	244,171.00	220,254.00	37,334.76	172,606.54	10,312.70	78.37
3402	Health/Dental/Vission Class	20,460.00	19,047.00	3,809.48	15,237.92	.40-	80.00
3501	SUI Certificated	20,096.00	8,544.00	1,556.78	6,810.35	176.87	79.71
3502	SUI Classified	1,626.00	664.00	95.12	470.20	98.68	70.81
3601	Workers' Comp Certificated	28,433.00	29,486.00	5,330.06	23,501.04	654.90	79.70
3602	Workers' Comp Classified	2,193.00	2,193.00	313.84	1,551.35	327.81	70.74
3901	403B and OtherBenCert	4,325.00	4,989.00	929.68	4,064.64	5.32-	81.47
3902	403B and OtherBen Class	220.00	282.00	54.68	227.74	.42-	80.76
<b>Total Employee Benefits</b>		<b>456,347.00</b>	<b>425,934.00</b>	<b>74,697.86</b>	<b>335,437.36</b>	<b>15,798.78</b>	<b>78.75</b>
<b>Books and Supplies</b>							
4100	Textbooks	278,593.00	278,593.00		222,551.80	56,041.20	79.88
4300	Materials and Supplies	45,450.00	61,235.00	18,323.77	64,080.94	21,169.71-	104.65
4400	Non-Capitalized Equipment		1,883.00		3,280.91	1,397.91-	174.24
<b>Total Books and Supplies</b>		<b>324,043.00</b>	<b>341,711.00</b>	<b>18,323.77</b>	<b>289,913.65</b>	<b>33,473.58</b>	<b>84.84</b>
<b>Services and Other Operating Expenditures</b>							
5200	Travel and Conference	5,050.00	5,050.00		272.56	4,777.44	5.40
5220	Staff Development	18,079.00	21,741.00		36,013.98	14,272.98-	165.65
5300	Dues and Memberships	3,030.00	3,030.00		385.00	2,645.00	12.71
5450	Other Insurance	13,668.00	20,413.00		20,413.00		100.00
5600	Repair, Maintenance Building	18,540.00	18,540.00		3,093.96	15,446.04	16.69
5800	Professional/Consultion Servic	186,573.00	230,782.00	18,307.43	154,643.29	57,831.28	67.01
5801	Audit Services	13,181.00	13,181.00	15,550.00	17,881.50	20,250.50-	135.66
5803	Business Services Authority	216,659.00	218,354.00	144,439.34	72,219.66	1,695.00	33.07
5899	Legal Services Box 14	30,000.00	30,000.00	10.86	33,829.14	3,840.00-	112.76
5901	Communication Services-Phone	4,040.00	5,500.00		7,533.33	2,033.33-	136.97
5902	Internet Services	404.00	3,500.00		4,266.60	766.60-	121.90
5903	Postage	909.00	5,000.00		3,278.38	1,721.62	65.57
<b>Total Services and Other Operating Expenditures</b>		<b>510,133.00</b>	<b>575,091.00</b>	<b>178,307.63</b>	<b>353,830.40</b>	<b>42,952.97</b>	<b>61.53</b>

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 638, Starting Period = 1, Ending Account Period = 0, Stmt Option? = ,  
Zero Amounts? = N, SACS? = N, Restricted? = Y)

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## Fund 620 - Peak Prep

Fiscal Year 2021/22 Through May 2022

Total Year To Date Expenditures	3,146,529.00	3,264,055.00	613,378.26	2,497,474.91	153,201.83	76.51
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## Fund 620 - Peak Prep

Fiscal Year 2021/22 Through May 2022

Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
<b>Fund Reconciliation</b>				
<b>Assets</b>				
9110	Cash in County Treasury	1,577,951.84	21,589.75-	1,556,362.09
9120	Cash in Bank Account	5,915.79	5,915.79-	
9200	Accounts Receivable	564,937.28	564,937.28-	
9201	Accounts Receivable-Payroll	2,751.85		2,751.85
9290	Due From Other Governments	769,542.28	769,542.28-	
9330	Prepaid Rent	43,981.93	40,856.93-	3,125.00
<b>Total Assets</b>		<b>2,965,080.97</b>	<b>1,402,842.03-</b>	<b>1,562,238.94</b>
<b>Liabilities</b>				
9510	Accounts Payable	306,431.24	306,431.24-	
9530	Summer Pay Liability		25,912.20	25,912.20
9534	Health & Welfare Ins Payable	19,007.93	28,822.26-	9,814.33-
9535	State Unemployment Insurance	1,066.37	562.74	1,629.11
9536	Workers' Comp Ins Payable	99.60-		99.60-
9539	Miscellaneous Deductions	3,022.58	1,641.50-	1,381.08
9552	Sales Tax Payable	1,084.60	968.75-	115.85
9590	Due to Other Governments	944,613.00	5,520.46-	939,092.54
9669	Other General Long-Term Liab		850,000.00	850,000.00
<b>Total Liabilities</b>		<b>1,275,126.12</b>	<b>533,090.73</b>	<b>1,808,216.85</b>
<b>Calculated Fund Balance</b>		<b>1,689,954.85</b>	<b>1,935,932.76-</b>	<b>245,977.91-</b>
<b>Beginning Fund Balance</b>				
9791	Beginning Fund Balance	1,689,954.85		1,689,954.85
9795	Other Restatements		1,600,000.00-	1,600,000.00-
<b>Total Beginning Fund Balance</b>		<b>1,689,954.85</b>	<b>1,600,000.00-</b>	<b>89,954.85</b>
<b>Beginning Fund Balance Proof</b>		<b>.00</b>	<b>335,932.76-</b>	<b>335,932.76-</b>
<b>Change in Fund Balance - Excess Revenues ( Expenditures )</b>			<b>(335,932.76)</b>	

## Memo Only - Ending Fund Balance Accounts

	Adopted	Revised
<b>Reserves</b>		
9720 Reserve for Encumbrances		613,378.26
<b>Other Designations</b>		
9790 Undesignated/Unappropriated	20,412.00	589,464.00
<b>9796 - 9799</b>		
9796 Capital Assets Net of Debt	157,326.00	163,203.00
9797 Restricted Net Assets	1,180,524.00	168,750.00

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 638, Starting Period = 1, Ending Account Period = 0, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)

ESCAPE ONLINE

Page 4 of 6

## Fund 620 - Peak Prep

Fiscal Year 2021/22 Through May 2022

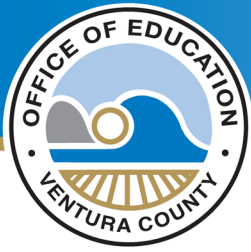
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Memo Only - Ending Fund Balance Accounts (continued)						
	Adopted		Revised			
Total 9796 - 9799		.00		.00	.00	



## Fund 620 - Peak Prep

Fiscal Year 2021/22 Through May 2022

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	3,214,770.00	3,245,517.00		2,161,542.15	1,083,974.85	66.60
B. Expenditures	3,146,529.00	3,264,055.00	613,378.26	2,497,474.91	153,201.83	76.51
C. Subtotal (Revenue LESS Expense)	68,241.00	18,538.00-		335,932.76-	930,773.02	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	68,241.00	18,538.00-		335,932.76-	930,773.02	
F. Fund Balance:						
Beginning Balance (9791)	1,290,021.00	1,689,955.00		1,689,954.85		
Audit Adjustments (9793)						
Other Restatements (9795)		750,000.00-		1,600,000.00-		
Adjusted Beginning Balance	1,290,021.00	939,955.00		89,954.85		
G. Calculated Ending Balance	1,358,262.00	921,417.00		245,977.91-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	20,412.00	589,464.00				
Other	1,337,850.00	331,953.00		613,378.26		



## **VENTURA COUNTY OFFICE OF EDUCATION**

Dr. César Morales, County Superintendent of Schools

**Date:** April 29, 2022

**To:** Chief Business Official  
Chief Accountant

**From:** Danni Brook, Executive Director  
School Business and Advisory Services

**Subject:** **YEAR-END BOARD RESOLUTIONS**

To assist districts with their annual year-end board resolutions, we are including sample resolution templates. Please return the completed, board-approved resolutions to SBAS by June 30, 2022.

- **Certification of Signatures, Fiscal Year 2022-23**  
A statement of authorized agent(s) along with a verified signature must be filed at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign order, checks, contracts, documents, etc.
- **Temporary Loans between District Funds, Fiscal Year 2022-23 (EC 42603)**  
During the year, it may be necessary to temporarily transfer cash from one fund to another to meet cash flow obligations of the district. Each district should examine their cash flow needs, and if necessary, obtain Board approval authorizing the temporary transfer of cash to the appropriate fund.
- **Blanket Board Resolutions – Appropriation Transfers, Fiscal Year 2022-23**  
Many districts use Blanket Resolutions to expedite certain transactions. A blanket resolution approved by the Board authorizes advance approval of certain documents, allowing transactions to be input into the financial system in a timelier fashion. However, the information should still be provided to the board for ratification.

Attached are the sample board resolutions templates for you to use. Please remember to file your board-approved resolutions with the SBAS office by June 30, 2022.

Also, the following document is suggested to be approved by the board and retained at the district:

- **Retroactive Compensation for Unrepresented Staff, Fiscal Year 2022-23**

In order to avoid problems concerning retroactive compensation increases for the represented bargaining unit employees and unrepresented staff, such as confidential and management, the following information is provided.

Generally, the compensation increases can be made retroactive back to when the compensation became indefinite. If all compensation for the next year (2022-23) is not set before the year begins, it may be necessary to have your governing board take action before July 1, 2022, if your district intends to permit retroactivity. In some instances, follow-up governing board action may be needed.

REPRESENTED EMPLOYEES: Compensation become indefinite upon the expiration of a collective bargaining contract or the compensation provisions of the contract. In these instances, it is not necessary for the governing board to declare compensation indefinite. Most contracts expire on June 30, and therefore result in compensation becoming indefinite as of July 1. Some contracts do expire on other dates. If during the valid period of a contract, compensation is reopened for negotiation, a specific governing board action would be required to declare compensation indefinite as of the date or a future date to permit retroactivity.

UNREPRESENTED AND MANAGEMENT EMPLOYEES: Compensation is set by the governing board, by unilateral action. No bargaining is required. As a result, long-standing county counsel opinion apply, which preclude retroactive pay, except in instances where compensation becomes indefinite, as described in this bulletin.

#### ANALYSIS:

Education Code Sections 45032/45162 provide that salaries may be set at any time during the year. This does not permit retroactivity. California Constitution (Article XI, Section 10a) prohibits officers or employees from receiving additional compensation for services already rendered.

If the governing board declares in advance of the new fiscal year that compensation for management, confidential, and/or other unrepresented employees is indefinite, whether subject to future review, negotiation, financial condition, or other factors, such action will suffice to permit retroactive compensation payments back to the beginning of the new year. When retroactive payment is made, it will constitute payment of compensation which has been finally set by the governing board. Compensation in such circumstances can be acted upon by the governing board during the next year, to be effective retroactively to the start of the new year.

We suggest that district administrators responsible for preparing governing board agendas, have their governing boards declare, in advance for unrepresented employees, that compensation is indefinite as of July 1, 2022. This action should clarify its applicability to contract administrators by stating "all management" or by using terminology such as, "including the superintendent and associate/assistant superintendents."

Two types of problems can be anticipated after governing boards have taken advance action to declare compensation indefinite for unrepresented employees:

1. Assume the governing board, in the middle of next year (2022-23) increases compensation retroactively for unrepresented. For example, it increases management compensation by 2 percent. Later in the year, a compensation agreement is entered into with a represented bargaining unit for a 3 percent increase. Due to the higher increase for represented employees, the board desires to further increase compensation for unrepresented employees by 1 percent. This can be done retroactively, only if the board, in granting the 2 percent compensation increase for unrepresented, had declared that compensation for those unrepresented was still indefinite. Otherwise, the board, in later granting 1 percent, can only act prospectively.
2. A second type of problem occurs where a governing board acts more than once, to resolve all unrepresented employees. This may occur if, for example, certificated represented employees settle for 2022-23 and, at that same time, the board acts on certificated management, but holds on other unrepresented employees for later action. The type of action taken can preclude retroactivity for those not included. We strongly advise districts that any continuation of indefinite status be restated if the board does not act on all unrepresented employees.

### IMPORTANT

The above information is general in nature. Often, administrator contracts are multiyear and include compensation provisions and effective dates. It is important to determine in advance if proposed governing board actions conflict with individual employment contract compensation provisions, or if in the absence of governing board actions, the contract restricts, establishes, or continues compensation, and thereby prevents retroactivity. In order to preclude problems, please contact County Counsel or this office for assistance.

Attached is an example of a governing board action illustrating an original indefinite action and subsequent action. Please remember to keep this on file at your district.

If you should have any questions, please contact me at (805) 383-1981 or by email at [DBrook@vcoe.org](mailto:DBrook@vcoe.org).

Attachments.

**Peak Prep Pleasant Valley**

**RESOLUTION 22-23-03**

**AUTHORIZATION TO ALLOW  
APPROPRIATION/BUDGET TRANSFERS  
FISCAL YEAR 2022-2023**

WHEREAS, the Peak Prep Pleasant Valley may have a need during the fiscal year to make appropriation transfers to permit the payment of obligations of the district, and

WHEREAS, the Charter may authorize an employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification,

THEREFORE, BE IT RESOLVED that the Peak Prep Pleasant Valley authorizes the appropriation transfers necessary to permit payment of obligations of the Charter incurred during the 2013-14 fiscal year. These transfers are to be presented for ratification at the next board meeting or interim report.

PASSED AND ADOPTED THIS 18th day of May, 2022 by the governing board of Peak Prep Pleasant Valley Charter School of Ventura County, California, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF VENTURA

I, \_\_\_\_\_ (Authorized Agent) of the governing board of the Peak Prep Pleasant Valley of Ventura County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of the said board.

\_\_\_\_\_  
Authorized Agent

Peak Prep Pleasant Valley Charter School  
**CERTIFICATION OF SIGNATURES**

I, \_\_\_\_\_, President to the Board of Education of the School District of Ventura County, California certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.\* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

These approved signatures will be considered valid for the period of \_\_\_\_\_ to \_\_\_\_\_.

Date of Board Action: \_\_\_\_\_ Signature: \_\_\_\_\_  
President of the Board

**PART I**

Signatures of Members of the Board

Signature: _____	Signature: _____
Print/Type: _____	Print/Type: _____
President of the Board of Education	Member of the Board of Education

Signature: _____	Signature: _____
Print/Type: _____	Print/Type: _____
Clerk of the Board of Education	Member of the Board of Education

Signature: _____	Signature: _____
Print/Type: _____	Print/Type: _____
Member of the Board of Education	Member of the Board of Education

Signature: _____
Print/Type: _____
Member of the Board of Education

\*K-12 Districts

42632

42633

## PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc.. Please list after each name all items that a person is authorized to sign.

Signature: \_\_\_\_\_

Print/Type: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized to Sign: \_\_\_\_\_

Signature: \_\_\_\_\_

Print/Type: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized to Sign: \_\_\_\_\_

Signature: \_\_\_\_\_

Print/Type: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized to Sign: \_\_\_\_\_

Signature: \_\_\_\_\_

Print/Type: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized to Sign: \_\_\_\_\_

Signature: \_\_\_\_\_

Print/Type: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized to Sign: \_\_\_\_\_

Please attach an extra sheet for additional signatures if needed. If the Board has given special instructions for the signing of checks or orders, please attach a copy of the resolution.

**The following documents must be filed with School Business and Advisory Services:**

- A. Authorization to sign reports, budgets, and all documents requiring signature of Secretary or Clerk.
- B. Authorization to approve payroll orders.
- C. Authorization to approve commercial check orders.
- D. Authorization to sign collection reports to the county.
- E. Authorization to sign board approved budget transfers.
- F. Authorization to sign Interfund and Intrafund transfers.
- G. Authorization to sign Contracts after Board Approval.

**Examples of documents requiring district authority (not required to be filed with School Business and Advisory Services):**

- 1. Authorization to sign Employment Contracts.
- 2. Appointment of authorized agents, for federal and state applications.
- 3. Appointment of representatives to acquire surplus property.
- 4. Authorization to sign cafeteria reports.
- 5. Authorization to sign checks on district bank accounts, i.e., cafeteria; clearing account.

***Districts must notify School Business and Advisory Services in writing and submit Board Approved signature authorization amendments as staff and / or organizational changes occur mid-year.***



**Peak Prep Pleasant Valley**

**RESOLUTION 22-23-03**

**AUTHORIZATION TO ALLOW  
APPROPRIATION/BUDGET TRANSFERS  
FISCAL YEAR 2022-2023**

WHEREAS, the Peak Prep Pleasant Valley may have a need during the fiscal year to make appropriation transfers to permit the payment of obligations of the district, and

WHEREAS, the Charter may authorize an employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification,

THEREFORE, BE IT RESOLVED that the Peak Prep Pleasant Valley authorizes the appropriation transfers necessary to permit payment of obligations of the Charter incurred during the 2013-14 fiscal year. These transfers are to be presented for ratification at the next board meeting or interim report.

PASSED AND ADOPTED THIS 18th day of May, 2022 by the governing board of Peak Prep Pleasant Valley Charter School of Ventura County, California, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF VENTURA

I, \_\_\_\_\_ (Authorized Agent) of the governing board of the Peak Prep Pleasant Valley of Ventura County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated, which resolution is on file in the office of the said board.

\_\_\_\_\_  
Authorized Agent

**AGREEMENT FOR BUSINESS SERVICES BETWEEN  
THE VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY  
AND THE PEAK PREP PLEASANT VALLEY (Charter School)  
JULY 1, 2022 – JUNE 30, 2023**

This Agreement for Business Services (“Agreement”) is made and entered into as of the 1st day of July 2022, by and between the Ventura County Schools Business Services Authority (“BSA”), a Joint Powers Authority organized and operated pursuant to Government Code section 6500, and the Peak Prep Pleasant Valley (“Charter School”), organized and operating pursuant to Education Code section 47600, et seq., (each a “Party” and, together, “Parties”).

**RECITALS**

WHEREAS, the BSA provides professional and business services to school districts and charter schools located in Ventura County; and

WHEREAS, the Parties desire by this Agreement for the BSA to provide services to the Charter School; and

WHEREAS, the Charter School desires, by this Agreement, to grant to the BSA the authority to relay and disclose information to the Pleasant Valley School District (“Sponsoring District”) as needed for the oversight obligation.

**AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. Term**

BSA shall commence providing services under this Agreement on July 1, 2022, and shall continue through June 30, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement shall only remain in force and effect so long as the Charter School has an approved charter by the Sponsoring District.

**2. Services**

BSA shall provide Charter School with business services (“Services”). These Services shall include the following:

- 2.1. Accounting** – including establishment of a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the school’s ledgers, preparation of needed financial reports including monthly cash flow and balance sheets, monthly reconciliation to bank statements and annual reports and statements.

- 2.2. Annual Audit – including selection of auditor through the BSA Board selection process, coordination of the audit, and preparation of all documents required by the BSA Board selected auditor. (Annual Audit fees charged by the auditing firm are the responsibility of the Charter School.)
- 2.3. Payroll – including preparation of pay warrants; distribution of payroll checks and execution of direct deposits; calculation and forwarding of all tax, benefit, retirement, and other withholding; and preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities.
- 2.4. Health benefits – including health benefit coordination, open enrollment, and billings (including collections of employee contributions and employer paid premiums) to the BSA Board selected Health Benefit Providers.
- 2.5. Accounts Receivable and Payable – including processing of all purchase orders and check requests in a timely fashion, preparation and deposit of all deposits, and posting relevant information to appropriate ledgers.
- 2.6. Vendor Approval Process – including processing all documents necessary to verify that all vendors meet the guidelines of the Charter School and IRS requirements.
- 2.7. Budget Development and Fiscal Planning – consulting services of BSA staff to assist the Charter School in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, and assistance with preparing and revising long-term financial projections.
- 2.8. Position control – including the tracking of all positions approved for payment by the Charter School. The Charter School’s governing board shall have the sole responsibility and authority to determine staffing levels, to select, hire, and terminate the employment of personnel and determine their responsibilities and compensation consistent with Federal and State laws, rules and regulations pertinent to charter schools and the Charter School’s policies.
- 2.9. Human Resource services – including health and welfare benefit set-up and management, retirement system management, salary schedule preparation, Tax Sheltered Annuity set-up, and workers’ compensation monitoring.
- 2.10. Vendor authority – BSA, acting on behalf of the Charter School, shall have power and authority, consistent with Federal and State law to: (1) procure insurance; (2) lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; (3) accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor, as consistent with law and not contrary to any of the terms of this Agreement.
- 2.11. Grant/categorical fund management – including all budgeting and accounting functions for all grants accepted by the Charter School’s governing board.

### **3. Exclusions (to be provided by the Charter School Staff or under separate contract)**

- 3.1.** School Management
- 3.2.** Dissemination of information; public relations
- 3.3.** Recruiting, selecting, hiring, orienting, training, assigning and managing personnel
- 3.4.** Special Education
- 3.5.** Instructional Services
- 3.6.** Management Information Services
- 3.7.** Student records and information
- 3.8.** Student assessment services
- 3.9.** Grants development
- 3.10.** ESCAPE system

### **4. Charter School Obligations**

Charter School shall be truthful with BSA, cooperate with BSA, keep BSA informed of developments, perform the obligations it has agreed to perform under this Agreement, provide requested information, and pay BSA's invoices in a timely and complete manner.

### **5. Fees**

The Charter School shall pay to BSA, for all BSA Services listed above, a fee of 6.75% of the Charter School's ADA-driven revenues, plus governmental grants. Fees will not be charged on funds received through local fund-raising efforts. Any additional Services agreed upon and provided by BSA will be charged at the approved "Extra Services Charge" set annually by the BSA Board of Directors. BSA shall provide quarterly invoices to the Charter School. The Charter School shall make payment to BSA within thirty (30) days of receipt of invoice from BSA.

### **6. Termination**

- 6.1. For Convenience by BSA.** BSA, may at any time, with or without reason, terminate this Agreement with thirty (30) days' written notice and be compensated by the Charter School for the Services rendered to the date of termination. Written notice by BSA shall be sufficient to stop further performance of Services to Charter School. Notice shall be

deemed given when received by Charter School or no later than three (3) calendar days after the day of mailing, whichever is sooner.

**6.2. For Convenience by Charter School.** Charter School may, upon sixty (60) days' written notice, with or without reason, terminate this Agreement. Upon termination, Charter School shall be obligated to compensate BSA for Services rendered up to the date of termination. Written notice by Charter School shall be sufficient to stop further performance of Services by BSA. Notice shall be deemed given when received by the BSA or no later than three (3) days after the day of mailing, whichever is sooner.

**6.3. With Cause by BSA.** BSA may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**6.3.1.** Material violation of this Agreement by Charter School; or

**6.3.2.** Any act by Charter School exposing BSA to liability to others for personal injury or property damage; or

**6.3.3.** Charter School is revoked or closed by the Sponsoring District.

Written notice by BSA shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. Upon termination, BSA shall be paid for all Services performed prior to the termination. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the BSA.

**6.4.** The Parties agree that BSA shall maintain all pertinent documents upon termination of this Agreement. The Charter School may request copies of such documents to be provided at its sole cost upon termination of the Agreement.

## **7. Indemnification.**

To the furthest extent permitted by California law, Charter School shall, at its sole expense, indemnify, and hold harmless the BSA, the State of California, the Board of Directors, and their agents, representatives, officers, contractors, employees, directors, and volunteers (the "BSA Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Charter School, its agents, representatives, officers, contractors, directors, and volunteers under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the BSA Parties. Charter School shall, to the furthest extent permitted by California law, defend the BSA Parties at

Charter School's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by BSA where such approval is not to be unreasonably withheld. Whereas the cost to defend the BSA Parties charged to the Charter School shall not exceed the proportionate percentage of Charter School's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the BSA. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The BSA shall have the right to accept or reject any legal representation that Charter School proposes to defend the BSA Parties.

## **8. Disputes**

In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. The Parties further agree that their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. The Parties agree to share equally in the costs of the mediation but shall bear their own costs incurred for representation by counsel.

If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the BSA shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the BSA's right to bring a civil action against the Charter School. For purposes of those provisions, the running of the time within which a claim must be presented to the Charter School shall be tolled from the time the BSA submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

## **9. Notice**

Any notice or instrument required or permitted to be given or delivered by this Agreement shall be deemed to have been given, served, or received if given in writing and either personally delivered or deposited in the United States Post Office, Registered or Certified Mail, Return Receipt Requested, postage prepaid, or sent by overnight delivery service addressed to:

**BSA:**

Ventura County Schools Business Services Authority  
Attn: Tami Peterson, Chief Business Official  
5100 Adolfo Road  
Camarillo, CA 93012  
Phone: (805) 383-1972  
Email: [tpeterson@vcoe.org](mailto:tpeterson@vcoe.org)

**Charter School:**

Peak Prep Pleasant Valley  
Attn: Dr. Shalen Bishop  
2150 Pickwick Drive # 304  
Camarillo, CA 93010  
Email: [Shalen.bishop@peak-prep.org](mailto:Shalen.bishop@peak-prep.org)

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email. The names and addresses may be changed at any time by written notice as provided above.

**10. California Law and Venue**

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Ventura, California.

**11. General Provisions**

**11.1. Assignment**

Neither Party may assign nor transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment without the other Party's prior written consent shall be void.

**11.2. No Rights in Third Parties**

This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**11.3. Time of Essence**

Time is expressly declared to be of the essence in the performance of each and every provision of this Agreement.

**11.4. Integration/Entire Agreement**

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

**11.5. Amendments**

This Agreement may be amended or modified only in writing signed by both Parties. Both governing bodies shall approve and/or ratify amendments.

**11.6. Waiver**

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**11.7. Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**11.8. Authority to Bind Parties**

Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**11.9. Warranty of Authority**

Each Party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement on behalf of the BSA, and the Charter School represent and warrant that they are duly authorized and



empowered to execute this Agreement and to bind their respective Party to all terms and conditions of this Agreement.

**11.10. Severability**

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the validity of the remainder of the Agreement shall not be affected, impaired, or invalidated thereby in any way and may be enforced by the Parties to this Agreement.

**11.11. Attorney's Fees/Costs**

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**11.12. Interpretation**

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any Party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

**11.13. Counterparts**

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**11.14. Recitals**

The Recitals set forth above are hereby fully incorporated herein by reference.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Agreement as the date indicates below.

**VENTURA COUNTY SCHOOLS BUSINESS SERVICE AUTHORITY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Tami Peterson

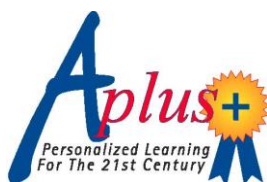
Title: Chief Business Official

**PEAK PREP PLEASANT VALLEY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Director



*the Association of Personalized Learning Schools & Services*

**Every Child's Learning is Personal**

Jeff Rice, Director  
18820 Lodestone Court, Penn Valley, CA. 95946  
Voice: 530-432-3609; Fax: 530-432-3610; Email: [jeffrice@jps.net](mailto:jeffrice@jps.net); Web: [www.theaplus.org](http://www.theaplus.org)

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# INVOICE

## #05042201

Date: May 4, 2022

**To:**

Peak Prep Pleasant Valley  
Attn: Dr. Shalen Bishop  
2150 Pickwick Dr., #304  
Camarillo, CA 93010

**Amount Due: \$8,000.00 \***

(The sum eight thousand dollars)

For standard membership Independent Contractor services provided through the 2022-2023 school year beginning July 1, 2022 and ending June 30<sup>th</sup> 2023.

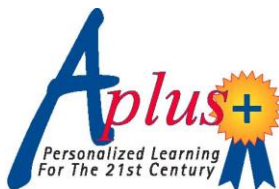
**Terms:**

\*APLUS+ Membership fee is based upon the standard membership Topaz level fee of \$8,000 annually per current student enrollment of 370 students. Payment is due on or around July 1, 2022.

**Summary of services provided:**

Jeff Rice, doing business as APLUS+ shall provide an array of professional development, networking, consulting, communications information, promotion, and public relations services to Peak Prep Pleasant Valley for the duration of the 2022-2023 school year.

**Please make checks payable to APLUS+**



*the Association of Personalized Learning Schools & Services*

## **Every Child's Learning is Personal**

Jeff Rice, Director

Voice: 530.432.3609; Fax: 530.432.3610; Email: [jeffrice@jps.net](mailto:jeffrice@jps.net); Web: [www.theaplus.org](http://www.theaplus.org)

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## ***APLUS+ Membership Pledge & Declaration***

As Director and authorized representative of fiscal and academic policy for:

\_\_\_\_\_ Charter School,

I hereby declare our steadfast commitment, in every aspect of our administrative operations, to the highest standards of fiscal and academic accountability, integrity, education excellence and compliance.

I understand that agreement to this APLUS+ Membership Pledge and Declaration is a requirement for joining the APLUS+ network, and that ongoing compliance with the following stipulations is necessary in order to maintain our program's status as an active member of the APLUS+ network. The stipulations for active APLUS+ membership status are defined herein as follows:

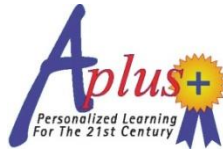
- I.** Participation in APLUS+ networking meetings, conferences, and other professional development training, and an openness and commitment to honest and transparent collaboration, sharing, and dissemination of important information, best practices, and insights with fellow network member schools and the Personalized Learning movement for the greater good of students and Personalized Learning schools everywhere. \_\_\_\_\_ (initial)
- II.** Commitment to responsible budget management, expenditure, and fiscal accountability in accordance with state mandates such as SB740, LCFF, and LCAP, as well as sound, common sense business practices. \_\_\_\_\_ (initial)
- III.** Commitment to putting the needs of students first, and to maximizing our available resources for the direct benefit of our students in preparing them successfully for postsecondary college and career readiness. \_\_\_\_\_ (initial)
- IV.** Alignment in our educational program administration with the foundational principles and components of the Personalized Learning educational model as defined by the APLUS+ network in the "Personalized Learning Model Defining Criteria" document. \_\_\_\_\_ (initial)
- V.** Commitment to annual fiscal and programmatic independent audit reports. \_\_\_\_\_ (initial)
- VI.** Commitment to stay knowledgeable and be in compliance with all state and federal regulations and APLUS+ network policies. \_\_\_\_\_ (initial)
- VII.** Commitment for schools serving secondary level students to a timeline for seeking WASC candidacy status and accreditation. \_\_\_\_\_ (initial)
- VIII.** Consideration for participation in future coordinated APLUS+ Network research efforts as needed to demonstrate the benefits, advantages, and successes of the Personalized Learning model. \_\_\_\_\_ (initial)
- IX.** Participation in APLUS+ grass roots advocacy efforts, including Personalized Learning testimonials, Legislative meeting days, public speaking opportunities, and other community awareness events. \_\_\_\_\_ (initial)

By my initials above and my signature below, I hereby pledge to uphold and agree to the aforementioned conditions required for membership in the APLUS+ network. I also understand and agree that failure to uphold to these high standards of accountability in the operation and administration of my charter school may result in our program's nonrenewal as a continuing member of the APLUS+ network.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



*the Association of Personalized Learning Schools & Services*

**Every Child's Learning is Personal**

## **CONTRACT SERVICES AGREEMENT**

### *SERVICES OF CONTRACTOR*

Jeff Rice, Director, and doing business as *APLUS+*, the Association of Personalized Learning Schools & Services ("Contractor"), hereby enters into an Independent Contractor Services Agreement with

Peak Prep Pleasant Valley ("Client") and agrees to perform the services described in Exhibit "A" (the "Services") attached to this Agreement.

Contractor will determine the method, details, and means of performing the Services.

Contractor may, at Contractor's own expense, use employees or other subcontractors to perform the Services under this Agreement.

### *COMPENSATION*

Client agrees to pay Contractor \$ 8,000.00 \*    for the Services, as set forth below. See *APLUS+* Menu of Services and *APLUS+* Fee Schedule and Terms attached as Exhibit "A" and incorporated by reference into this Agreement.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

### *TERM OF AGREEMENT*

This Agreement will become effective on (date) July 1, 2022.

This Agreement is in effect for the duration of the 2022-2023 school year, scheduled to end on June 30, 2023, and will terminate on the completion of the Services or until terminated as set forth below. See *APLUS+* Menu of Services. (Exhibit "A").

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the notice, or

*APLUS+ CONTRACT SERVICES AGREEMENT*  
*Page 2*

five (5) days from mailing of the notice, whichever occurs first. For the purposes of this section, material breach of this Agreement shall include but not be limited to the following:

1. Nonpayment of compensation by Client after twenty (20) days written demand for payment.

This Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; or (c) death of either party.

*RELATIONSHIP OF THE PARTIES*

Contractor enters into this agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to Client as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to Client's employees including worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, worker's compensation for any Contractor employee engaged during the term of this agreement, or other insurance as well as licenses and permits usual or necessary for performing the Services.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation pursuant to this agreement. Contractor indemnifies Client for any claims, losses, costs, fees, liabilities, damages or injuries suffered by Client arising out of Contractor's failure to pay this specific tax obligation.

Consistent with this requirement, Contractor may represent, perform services for, or be employed by any additional persons, or companies as Contractor sees fit.

*REPRESENTATIONS AND INDEMNITIES*

Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of Client. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from Client. Contractor shall have sole discretion and control of Contractor's services and the manner in which performed.

Contractor and Client shall and do hereby indemnify, defend and hold harmless each other, and their officers, directors, and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that either party may incur or suffer that result from, or are related to any breach or failure of either party to perform any of the representations, warranties and agreements contained in this Agreement.

Contractor further agrees to maintain a general liability insurance policy in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's authorized employees or authorized agents, if any, during the performance of the Services.

#### *OWNERSHIP OF INTELLECTUAL PROPERTY*

Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items provided to Contractor by Client during the course of this Agreement and arising from the Services ("New Developments") shall be and are assigned to Client as its sole and exclusive property. On Client's request, Contractor agrees to assist Client, at Client's expense, to obtain patents or copyrights for such New Developments provided by Client to Contractor, including the disclosure of all pertinent information and data, the execution of all applications, specifications, oaths, and assignments, and all other instruments and papers which Client shall deem necessary to apply for and to assign or convey to Client, its successors and assigns or nominees, the sole and exclusive right, title and interest in such New Developments. Contractor is not obligated to provide legal services to assist Client to obtain patents or copyrights. Contractor agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to these terms with regard to Proprietary Information and New Developments.

The written, printed, graphic, or electronically recorded materials furnished by Client for use by Contractor are Proprietary Information and the property of Client. Proprietary Information also includes, but is not limited to, specific customer requirements, customer and potential customer lists, including information concerning Client's employees, agents or divisions, and pricing information.

Contractor will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information or confidential information or know-how belonging to Client, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On termination of Contractor's services to the Client, or at the request of Client before termination, Contractor shall deliver to Client all material in Contractor's possession relating to Client's business. The obligations concerning Proprietary Information extend to information belonging to customers and suppliers of Client about whom Contractor may have gained knowledge as a result of performing the Services.

Contractor shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of this Agreement, or any extension of it, for any reason, either directly or indirectly call on, solicit, or take away any of Client's customers or potential customers about whom Contractor became aware as a result of Contractor's Services to the Client, either for Contractor or for any other person or entity.

MISCELLANEOUS PROVISIONS

The attached APLUS+ Menu of Services and Fee Schedule and Terms (Exhibit A) is incorporated by reference and a part of this Agreement. Miscellaneous adjustments and/or provisions to this Agreement are as follows:

\*APLUS+ Membership fee is based upon the standard membership Topaz level fee of \$8,000 annually per current student enrollment of 370 students.

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Notices and or demand shall be sent to each party at the following addresses until further notified in writing.

Contractor Contact Information:

Jeff Rice, Director  
APLUS+  
18820 Lodestone Court  
Penn Valley, CA. 95946

Client Contact Information:

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The foregoing is agreed to by:



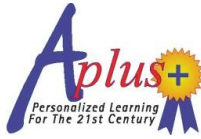
Dated: 5/04/22\_\_\_\_\_

Contractor

Dated: \_\_\_\_\_

Client





*the Association of Personalized Learning Schools & Services*

## **Every Child's Learning is Personal**

Jeff Rice, Founder/Director

Voice: 530-432-3609; Cell: 530-913-7693; Email: [jeffrice@jps.net](mailto:jeffrice@jps.net); Web: [www.theaplus.org](http://www.theaplus.org)

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## **APLUS+ Standard School Membership Overview**

### **Services Overview for 2022-2023**

**(Exhibit A: last updated February 2022)**

#### **ABOUT APLUS+**

APLUS+ is a statewide network association that is exclusively dedicated to advancing the Personalized Learning model, and to uniting and supporting schools and programs that are committed both to the Personalized Learning educational model for their students and to high standards of education excellence and accountability in their operations. The APLUS+ Network currently has approximately 93 Personalized Learning public charter school members throughout California, comprising more than 80,000 K-12 students, several thousand parents, several hundred certificated public school teachers, and several hundred administrators and staff.

#### **APLUS+ MISSION**

- To be the representative voice to advance Personalized Learning as a distinct and valuable educational model
- To be the vehicle and facilitator for uniting and networking programs that are dedicated to the Personalized Learning model, and to high standards of fiscal and operational accountability and academic excellence, and to sharing best practices and expertise between them.
- To advocate, support, and promote the growing benefits and successes of the Personalized Learning model and the many schools that embrace it

#### **APLUS+ SCHOOL MEMBERSHIP REQUIREMENTS SUMMARY**

1. **Commitment to Personalized Learning.** APLUS+ member schools shall be committed to providing their enrolled students with a personalized education delivery model as defined by our movement. Generally, APLUS+ defines Personalized Learning as providing students with choice and flexibility in how, what, when, where and with whom each student learns.
2. **Commitment to Integrity, Accountability, and Academic Excellence.** APLUS+ member schools shall pledge and demonstrate their unwavering commitment to high standards of integrity, transparency, accountability and academic excellence in all of their operations and educational delivery.
3. **Commitment to Active Network Participation.** APLUS+ member schools shall be committed to active participation in APLUS+ network goals, action steps, meetings/conferences, collaboration, and sharing of best practices.

## **APLUS+ SCHOOL MEMBERSHIP STANDARD SERVICES SUMMARY**

1. **Advocacy** (Partnering with KP Public Affairs for guidance and assistance in building relationships and communications strategies with legislators, media, other state and local officials, education task committees, and other education advocacy groups to support and defend issues most important to Personalized Learning schools)
2. **Data Research and Reporting** (Partnering with Parsec Education to provide APLUS+ member statewide student demographic and achievement data analysis and reports to demonstrate the value and successes of our Personalized Learning model and movement.
3. **Networking** (Coordinating and facilitating networking regional and statewide meetings and our annual network conference, working with Preferred Partners, facilitating outside expertise, sharing best practices and resources, coordinating cooperative programs.
4. **Information and Communication** (Providing ongoing email updates, media articles, legislative bill interpretations and calls to action)
5. **Consulting** (Facilitating non-legal opinions and interpretations of critical issues pertaining to Personalized Learning programs)
6. **Research Reports** (Sourcing and distributing research-based information critical to supporting key components of the Personalized Learning model)
7. **Promotion and Community Relations** (Working in partnership with KP Public Affairs to provide guidance and assistance to support your school outreach strategies, including your school website profile, compiling testimonials, facilitating network-wide communications strategies, newsletter articles, photos, working with the media to develop op-eds, etc.)
8. **Preferred Partners Discounts and Services** (APLUS+ partners and networks with several Preferred Partner companies offering a variety of expertise, products, and services to help support and enhance our member schools' programs)
9. **Regional Training Workshops** (Coordinating professional training workshops on an as need basis that may be shared by member schools on a region by region basis covering a wide variety of critical issues)
10. **Member Schools Job Listing Service (NEW)** (Member schools may list up to five job opportunities at a time on the APLUS+ website free of charge).

## **APLUS+ Member Benefits Include:**

- Sharing best practices on proven policies and effective administrative, instructional, and testing strategies
- Ongoing networking with other Personalized Learning schools regionally and statewide either in person or through zoom meetings
- Regular ongoing email updates and key information
- Statewide advocacy and communications strategies to support the issues that are most important to you
- School-level tips and best practices on advocacy and communications strategies
- Marketing and Promotional tools and tips
- School level consultation services on a wide variety of critical topic areas for Personalized Learning schools
- On location staff professional development presentations on our Personalized Learning Public Charter School Branding, Community Relations, and Four Pillars of Sustainability Plan
- Discounts on attendance at the annual APLUS+ Conference and other APLUS+ Sponsored Events
- Discounted products and services from APLUS+ Preferred Partners
- Referrals from interested parents and students
- And much more!

## **Standard Regional Training Workshops**

Standard Regional Training Workshops are designed as general information workshops on an as needed basis to address critical topics that are intended to benefit all APLUS+ member schools. Standard training workshops on any given topic of interest or need may be requested by APLUS+ member schools throughout the year in any given region, and APLUS+ will coordinate participation among multiple members within a given region. Additional costs may apply.

**\* Standard School/Organization Membership Annual Pricing (July 1 through June 30 of each fiscal year)**

<b><u>Member Category and Description</u></b>	<b><u>Revised Membership Fee*</u></b>
<b>Ruby:</b> School/Organization with fewer than 250 total enrolled students	\$5,000
<b>Topaz:</b> School/Organization with 251-500 total enrolled students	\$8,000
<b>Emerald:</b> School/Organization with 501-1,000 total enrolled students	\$10,000
<b>Azure:</b> School/Organization with 1,001-2,500 total enrolled students	\$15,000
<b>Sapphire:</b> School/Organization with 2501-4,000 total enrolled students	\$20,000
<b>Amethyst:</b> School/Organization with 4,001-8,000 total enrolled students	\$30,000
<b>Magenta:</b> School/Organization with 8,001+ total enrolled students	\$40,000

\* Effective with the 2022-23 school year, the APLUS+ school/organization membership fee structure has been revised to include in our standard membership services the annual costs of our advocacy partnership with KP Public Affairs and our data analysis and reporting partnership with Parsec Education. Given our tremendous success with these two essential partnerships during the past two years, APLUS+ has now transitioned from a “pilot program” phase to include these partnerships as an integral part of our ongoing standard membership services hereafter.

Annual school organization membership payments are due at the beginning of each school fiscal year (July 1<sup>st</sup>), unless organizations choose to take advantage of the early payment discount program (see below). Annual membership categories and fees are now structured solely based on the total number of independent study students enrolled in each organization, rather than on a per school basis where larger organizations may operate multiple Personalized Learning schools within a single organizational structure.

APLUS+ member organizations may choose to contribute annually to the APLUS+ network at any membership level that is equivalent to or greater than the total number of enrolled independent study students within their organization to help support our Personalized Learning network and movement vision and goals. For example, an organization with a total number of 2,000 enrolled students would contribute a minimum annual amount that corresponds with the “Azure” membership category listed above, or \$15,000 annually. However, the organization may choose to contribute at a higher level to help support our network’s growth and expansion. Additional amounts received shall be used as scholarships to either assist any other member organizations that may not be able to afford their designated membership category fee, or as promotional enhancement funds to expand our ability to create more elegant and useful advocacy and communications tools to support our membership at large.

**EARLY PAYMENT DISCOUNT PROGRAM**

APLUS+ will continue to offer its very popular early payment discount option of a flat \$250 per school/organization for membership payments that are received in full no later than the end of May prior to the beginning of the next fiscal school year.

**STANDARD MEMBERSHIP PAYMENT TERMS**

Unless other arrangements are approved by APLUS+ in advance, payment for APLUS+ membership is due in full on or around July 1<sup>st</sup> of each school fiscal year, which runs from July 1<sup>st</sup> through June 30<sup>th</sup>. Should payment not be received by August 31<sup>st</sup> of the current year (60 days past due), a 5% late fee will be assessed to the member school. Should payment still not be received by September 30<sup>th</sup> of the current year (90 days past due), the school will be assessed an additional 5% late fee and dropped from active member status in the APLUS+ network. Beyond October 1<sup>st</sup>, should a member school wish to be readmitted to the APLUS+ network, the school shall pay a 10% reinstatement fee, plus the 10% late fee, plus the full membership fee.

# Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies  
Released – December 17, 2021

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## **Universal Prekindergarten in California**

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

### **The California Universal Prekindergarten Planning and Implementation Grant Program – Overview**

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other local and community-based partnerships. It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the co-creation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California Education Code (EC) Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (EC Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day (EC Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80 percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods.

Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

### **Planning Template Purpose**

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of EC Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds.
- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the June 30, 2022, deadline for LEAs to present their plans to their governing boards.

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

1. Self-Certification
2. Projected Enrollment and Needs Assessment
3. Focus Area Planning
  - a. Vision and Coherence
  - b. Community Engagement and Partnerships
  - c. Workforce Recruitment and Professional Learning
  - d. Curriculum, Instruction, and Assessment
  - e. LEA Facilities, Services, and Operations
4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and construct a plan that includes the required questions and considers the recommended questions found in this template.

### **Accompanying Guidance**

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
3. Requirements for TK and early education facilities;
4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;
5. Other available resources for UPK Implementation:
  - a. Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
  - b. Funding sources that can be utilized for facilities;
  - c. Funding sources that can be utilized for extended learning and care;
6. Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

### **Directions, Timeline, and Suggested Planning Process**

LEAs are encouraged to use this template to fulfill the EC Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will



disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

1. LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.
2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA's enrollment attendance boundary.
5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council), and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.
6. If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
7. Planning teams meet with the COE to discuss the LEA's draft, including local constituency input, by June 1, 2022.
8. Planning teams present a draft plan to the school board by June 30, 2022.
9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA's school board, the LEA shall respond to the CDE's subsequent requests for information no later than July 31, 2022.

## Key Considerations

### Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (EC 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.

**Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year**

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
Eligibility	Turn five between September 2 and December 2; at district discretion,	Turn five between September 2 and February 2; at district discretion,	Turn five between September 2 and April 2; at district discretion, turn	Turn five between September 2 and June 2; at district discretion, turn	Turn four by September 1

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
	turn five between December 3 and the end of the school year	turn five between February 3 and the end of the school year	five between April 3 and the end of the school year	five between June 3 and the end of the school year	
<b>Ratios</b>	Not specified	1:12	1:10**	1:10**	1:10**
<b>Class Size</b>	24	24	24	24	24

\* average class size across the school site

\*\* Subject to future legislative appropriation

### Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children’s opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California’s early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA’s plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families’ needs, the voices and choices of parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA’s UPK Plan.

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

### Full-Day, Extended Learning and Care

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs.

Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (EC Section 46120). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

### **Creating Joint or Aligned Plans**

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.

## UPK Planning Template Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

1. Please complete the following table:

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
Peak Prep Pleasant Valley	Sabrina Ciolino Principal	Sabrina.Ciolino@peak-prep.org	80-222-0025

2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

No

3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan?

## Projected Enrollment and Needs Assessment Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)
2. Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA's TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26. Complete the following tables.

**Table: Projected Student Enrollment**

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) <sup>4</sup>	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students	6	5	8	10	10	10
CSPP (if applicable)	0	0	0	0	0	0

**Table: Facilities Estimates (Cumulative)**

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms	1	1	1	1	1	1
CSPP Classrooms	0	0	0	0	0	0
Head Start or Other Early Learning and Care Classrooms	0	0	0	0	0	0

**Table: Staffing Estimates (Cumulative)**

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK	1	1	1	1	1	1
TK Teacher's Assistants	0	0	0	0	0	0

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP (if applicable)	0	0	0	0	0	0
Other CSPP Classroom Staff (if applicable)	0	0	0	0	0	0
Early Education District-level staffing (if applicable)	0	0	0	0	0	0

3. As part of the ELO-P requirements, EC Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

**Table: Projected Number of TK Students Utilizing Extended Learning and Care**

2019–20	Current	2022–23	2023–24	2024–25	2025–26
0	0	0	0	0	0

**Table: Projected Number of Slots Available for TK Students**

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP	0	0	0	0	0	0
Head Start	0	0	0	0	0	0
ASES Program/ELO-P	0	0	0	0	0	0

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

There are no required questions in this section.

## Focus Area A: Vision and Coherence

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programing and before school and after-school, intersession, and summer learning and care.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]

TK offered at all sites

TK stand-alone classes

2. Does the LEA plan to implement full-day TK, part-day TK, or both? [select one]

Full Day TK

3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why.

Peak Prep's existing model is full day TK with a current ratio of 4-1. There will be no changes made to service delivery.

4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]

No - the LEA has no plans to begin or expand a CSPP contract in future years

5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]

6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?

- a. 2022–23 (Birthdays February 3 or after) [select one]

Yes

- b. 2023–24 (Birthdays April 3 or after) [select one]

Yes

c. 2024–25 (Birthdays June 3 or after) [select one]

No



## Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

### Required Questions

**CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.**

1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]

Family or parent surveys

School Site Council

English Learner Advisory Committee (ELAC)

LCAP educational partners input sessions

Other [describe, open response]

Faculty Meetings

2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]

Other [describe, open response]

None of the above. We are a nonclassroom based school and do not offer extended care.

## Focus Area C: Workforce Recruitment and Professional Learning

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

## Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]

None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators

2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under EC Section 48000(g)(4)? [select all that apply]

Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree

Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit

Provide advising on requirements and how to meet the requirements

3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective CSPP teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]

None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit

4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]

LEA-based, grade level benchmarks and a report card

Work Sampling System (WSS)

5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]

Implicit bias and culturally- and linguistically-responsive practice

Curriculum selection and implementation

Support for multilingual learners, including home language development and strategies for a bilingual classroom

Serving children with disabilities in inclusive settings, including Universal Design for Learning

## Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the California Preschool Learning Foundations (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the California Preschool Curriculum Frameworks (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]

None

2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]

3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]

Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)

Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings

Use developmental observations to identify children's emerging skills and support their development through daily interactions

Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction

Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills

Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning

4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]

Implement Universal Design for Learning

Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models

Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others

5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]

Other [describe, open response]

We may be using I-Ready--state recognized assessment/diagnostics.

## Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

### For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

### Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What strategies does the LEA plan to employ to integrate younger children and older children on the same campus and ensure safety and appropriate commingling?

N/A--We are a non-classroom based charter school and have no campuses.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs?

N/A-Nonclassroom based school, no facilities.

2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]

Yes

- i. If no, how many more classrooms does the LEA need? [identify number, open response]

N/A-Nonclassroom based school, no facilities.

- ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]

N/A-Nonclassroom based school, no facilities.

3. Does the space meet the kindergarten standards described in California Code of Regulations, Title 5, Section 14030(h)(2)? [multiple choice]

Yes

- i. If no, what modifications need to be made? What resources are needed to make them? ( See Facilities Grant Program Funding at <https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding>) [describe, open response]  
N/A-Nonclassroom based school, no facilities.
4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]  
No
- i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]  
We are a non-classroom based charter school.
5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]  
No
- i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]  
N/A-Nonclassroom based school, no facilities.
6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]  
None of the above
7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]  
No transportation will be provided
8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?  
N/A-Nonclassroom based school, no facilities.

## Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

1. What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]

Data analysis capacity building to support staff to refine enrollment projections based on community context

2. What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]

Support for developing and applying to administer a CSPP contract

Guidance on best practices for smooth transitions through the P–3 continuum

Considerations for TK early admittance

3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]

Guidance on best practices for enrolling more children with disabilities in UPK classrooms and providing services in inclusive settings

Increasing UPK enrollment and parent awareness of programs

4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]

Creating joint professional learning opportunities for preschool and elementary school teachers within LEAs or across LEA- and CBO-administered programs

Identifying the content, type, and frequency of professional learning opportunities given the needs of the community and the LEA's P–3 vision

Creating professional learning opportunities to provide site leaders with more early childhood knowledge

5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]

Children's literacy and language development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Children's math and science development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Curriculum selection and implementation



6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]

Workshops with external professional development providers

7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]

Guidance on how to adopt the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks into a specific UPK setting (for example, mixed-age classrooms)

Guidance on the selection, development, or integration of developmentally-informed curricula and aligning curricula across the early grades

Guidance on instructional practices to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, and implementing social-emotional strategies such as the Pyramid Model) and partnerships with early learning and care providers to support services for children with disabilities

Specific instructional strategies to support specific skills including, but not limited to, children's social-emotional development and home language development

8. What technical assistance would be most helpful related to implementing hands-on, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]

Using manipulatives to develop fine motor skills

Incorporating a balanced approach to teaching and learning that includes both child-initiated and teacher-guided activities

Using child development knowledge to guide instructional approaches

Incorporating materials and manipulatives that are culturally representative of the children served to support dramatic play that inspires engagement, communication, and understanding of diversity

9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]

## Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P–3):** P–3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA’s own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (EC Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California’s public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.
- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.
- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and

expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

## Appendix II - Additional Deeper Planning Questions

This section includes optional planning questions for LEAs that are ready to develop more advanced UPK and P–3 plans.

These additional questions are designed to support the LEA’s development of a more comprehensive local UPK Plan. LEAs can also use these questions as a tool for integrating UPK into existing LEA plans such as the LCAP. LEA’s should assess their readiness to include any of these deeper planning questions in their initial planning process and reassess their readiness throughout the implementation of their UPK Plan.

### Focus Area A: Vision and Coherence

1. If an LEA has a California State Preschool Plan (as part of the LEA’s application for its CSPP contract) what updates would the LEA like to make to the LEA’s program narrative to reflect implementation of TK?
2. Does the LEA plan to establish, maintain, and facilitate ongoing LEA leadership teams to focus on effective P–3 articulation and coordination throughout the LEA?
3. How will the LEA support sites in providing well-coordinated transitions for all P–3 students as they move through grade levels?
4. How does the LEA plan to communicate the importance of the P–3 continuum across a broad spectrum of audiences (including audiences internal and external to the district)?
5. Identify the processes and tools the LEA will use to strengthen understanding of early childhood development and facilitate communication between preschool and elementary school (including TK) teachers, principals, and administrators to support P–3 alignment?

### Focus Area C: Workforce Recruitment and Professional Learning

1. What strategies does the LEA plan to employ to recruit multilingual educators to teach in dual language programs?
2. How does the LEA plan to assess the implementation of its professional learning structures to ensure efficacy?

### Focus Area D: Curriculum, Instruction, and Assessment

8. Describe how the LEA plans to establish and maintain a coherent, culturally- and linguistically-responsive P–3 continuum to provide a strong integrated curriculum anchored in the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks, California Common Core State Standards, and the Curriculum Frameworks.

9. What actions does the LEA plan to take to establish or expand multilingual programs across the P–3 continuum based on student population and family needs? (If the LEA has no plans to establish or expand multilingual programs across the P–3 continuum, identify how the LEA will evaluate these opportunities moving forward.)

10. What planning and actions are needed to accommodate a positive meal service, and how will the LEA adapt their universal meal program for TK students?

### **Focus Area E: LEA Facilities, Services, and Operations**

4. Describe what changes the LEA intends to make to the LEA’s Facilities Master Plan to ensure it is consistent with P–3 goals of creating seamless transitions for children and families.

5. Identify how the LEA plans to ensure TK students are included in all provisions of Multi-Tiered Systems of Supports (MTSS) and, when necessary, special education instruction, with an emphasis on early intervention and inclusion practices to address supports and least restrictive environments.

6. Identify any modifications the LEA intends to make to the Student Information System (SIS) and the assessment data system to ensure teachers and administrators have access to data from preschool through third grade.